

THIS DEED OF CONVEYANCE made this _____ day of _____ Two
Thousand and Seventeen BETWEEN (1) SNOWWHITE INFRASTRUCTURE PVT. LTD.
CIN:_____and PAN:_____, a company under the
provisions of The Companies Act, 2013 having its registered office at Infinity, Plot
A3, Block GP, Sector – V, Salt Lake Electronic Complex, P.S. Bidhannagar (East),
Kolkata - 700091, represented by one of its Director's _____,
PAN:_____ son of _____, working for gain at
Infinity, Tower II, 3rd Floor, Block GP, Salt Lake, Sector V, Kolkata 700091 hereinafter
referred to as the VENDOR/ PROMOTER AND (2)

_____, hereinafter referred to as the PURCHASER/ALLOTTEE

RECITALS :

I. By virtue of several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16th August, 2012 and 22nd December, 2014 and order No.16/year 2011-12 dated 18th May, 2012 the particulars whereof are morefully described in Part-I of the First Schedule hereunder written Snowwhite Infrastructure Pvt. Ltd. hereinafter referred to as the Vendor/Promoter became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres (1,66,280 Square meters) be the same a little more or less situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land" free from all encumbrances of whatsoever.

II. The said Snowwhite Infrastructure Pvt. Ltd. being the Vendor/Promoter herein has duly mutated its name as an absolute Owner of the said Entire Land in the Land Revenue records of the Land Revenue Department and the nature of the said Entire Land has also been converted from 'Agricultural' to 'Non-agricultural' by the appropriate concerned authority.

III. The Vendor/Promoter together with Hare Krishna Movement Vrindavan, India Heritage Foundation, ISKCON Charities who are owners of adjoining parcels of land have prepared a Common Master Plan for development of Grand Temple, Forest based Theme Park and Group Housing in their respective areas of lands which was applied before Mathura Vrindavan Development Authority and the same was approved vide its letter No.12/V-14-15 dated 3rd November, 2015 on the terms and conditions therein mentioned.

IV. In pursuance of the said common Master Plan the Vendor/Promoter herein has commenced development of Group Housing Project in the said entire land which shall offer an array of world class living spaces comprising of luxury villas of different types and sizes as well as apartments configured over multiple clusters of multi-storey buildings near to the Vrindavan Chandrodaya Mandir complex.

V. The Vendor/Promoter also reserves its right in respect of any villas and buildings in the said residential complex to be given on time sharing plan in favour of intending Purchasers on the terms and conditions as the Vendor may deem fit and proper and the Purchaser has no objection in this regard and hereby consents to the same provided however it is made clear that the Purchaser's right shall be restricted in respect of its Villa only as envisaged herein.

VI. In pursuance of the said Master Plan the Vendor/Promoter has commenced construction of the said Group Housing known as KRISHNA BHUMI hereinafter referred to as the said Residential Complex comprising of villas and cluster of multi-storey buildings in phases in accordance with the said Master Plan approved and sanctioned by the appropriate authorities of Mathura Vrindavan Development Authority and other concerned authorities.

VII. The Vendor/Promoter has registered the said Group Housing Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) Act with the Real Estate Regulatory Authority at _____ on _____ under registration No. UPRERAPRJ6039.

VIII. By virtue of the aforesaid the Vendor/Promoter has divided the said entire land to construct Luxury Villas of different types and sizes i.e. Shyam Kutir, Keshav Kutir and Gopal Kutir as well as three clusters of multi-storey buildings i.e. Govardhan Vas, Tulsi Vas and Yamuna Vas.

IX. The Vendor/Promoter in a sub-divided portion of the said entire land has commenced construction of the said Luxury Villas of different sizes in an area of land being All That demarcated piece and parcel of land admeasuring 4.235 Hectares equivalent to 10.464 Acres (42,347.69 Square meters) be the same a little more or less out of the said Entire land comprised in Khasra No. 457, 462, 466, 467, 591, 592, 593, 594, 595, 600, 601, 602, 603, 605, 606, 607, 611 and 613 under Old Khata No. 494 (New Khata No. 47), 760 (New Khata No. 48), 35 (New Khata No. 48), 35 (New Khata No. 48), 764 (New Khata No. 524), 35 (New Khata No. 532), 35 (New Khata No. 532), 532 (New Khata No. 523), 760 (New Khata No. 532), 35 (New Khata No. 521), 532 (New Khata No. 523), 764 (New Khata No. 521), 760 (New Khata No. 447), 35 (New Khata No. 521), 314 (New Khata No. 530), 760 (New Khata No. 521), 35 (New Khata No. 530) and 764 (New Khata No. 521) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Land" and morefully described in Part-II of the First Schedule hereunder written.

X. In view of what is stated hereinabove the Purchaser has approached the Vendor for purchasing All That piece and parcel of land containing by admeasurement an area of _____ Sq.ft. together with Villa No. _____ Type _____ comprising of ground plus first floor containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less builtup thereon together with right of user over the internal common passage and pathways leading to the same situate lying at village/ Mouza Sunrakh Bangar, Pargana Vrindavan under Sunrakh Bangar, Gram Panchayat, P.S. Vrindavan in the Tehsil and District of Mathura hereinafter collectively referred to as the "said Villa" and the Vendor has agreed to sell the same at or for a consideration of a sum of Rs. _____ (Rupees _____) only subject to however terms and conditions as stated herein.

XI. The Vendor/Promoter has provided all necessary title deeds and other papers concerning the said Residential Complex to the Purchaser herein and the Purchaser hereby confirms to have examined the said sanctioned plan and the title deeds of the Vendor/Promoter and has satisfied himself/herself/themselves/ itself in respect of the said residential complex together with specifications of the said Villas as well as time share plan of certain Villas in the said residential complex and shall not be entitled to raise any query or objection thereto.

XII. In view of what is stated hereinabove by the virtue of an Agreement for Sale dated _____, the Vendor/Promoter has agreed to sell and the Purchaser has agreed to purchase ALL THAT piece and parcel of land containing by admeasurement an area of _____ Sq.ft. together with Villa No. _____ Type _____ comprising of ground plus first floor containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less builtup thereon together with right of user over the internal common passage and pathways leading to the same situate lying at village/ Mouza Sunrakh Bangar, Pargana Vrindavan under Sunrakh Bangar, Gram Panchayat, P.S. Vrindavan in the Tehsil and District of Mathura hereinafter collectively referred to as the "said Villa" and more fully described in the Second Schedule hereunder written together with right to use common areas and amenities attached therewith at or for a total consideration of Rs. _____ (Rupees _____) only free from all encumbrances and charges subject to however the covenants, restrictions, stipulations, obligations terms and conditions as stated in the said Agreement for Sale.

XIII. Prior to the execution of this Deed of Conveyance the Purchaser has already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the said entire land including divided and demarcated portion of an area as mentioned in Part-II of the First Schedule stated hereunder, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials used and measurements, dimension and designs and drawings and boundaries of the said Residential Complex.

XIV. The Purchaser has paid the amounts as stated herein and thereafter the Purchaser herein has approached and requested the Vendor/Promoter hereinafter referred to as the Vendor to execute and register the Deed of Conveyance in respect of the said Villa morefully described in the Second Schedule stated hereunder and to hand over in fee simple in possession of the said Villa subject to however covenants, stipulations restrictions and terms and conditions as stated hereunder.

XV. At the time of taking possession of the said Villa the Purchaser is fully satisfied with regard to the area, dimensions, quality of construction and

workmanship with respect to the said construction of the said Villa and has no complaint grievances whatsoever with regard to the same.

XVI. It is recorded that the covenants, stipulations and restrictions set out hereunder and in the Schedules hereto shall be binding upon the Purchaser herein and upon each Co-Purchaser of their respective Villas and the Vendor shall impose the same covenants stipulations and restrictions upon the future Purchaser upon every future sale by them of their respective Villas in the said Residential Complex to the intent that any Purchaser for the time being of any Villa may be able to enforce the observance and performance of the said covenants, stipulations, restrictions, terms and conditions for the time being of the other Villas therein.

XVII. In view of what is stated hereinabove this Deed of Conveyance is being executed by the Vendor as stated hereunder.

1. DEFINITIONS :

1.1 ARCHITECT means the person for the time being appointed to act as architect both in relation to the said Residential Complex and for the purposes of this Deed.

1.2 BUILT-UP AREA shall mean the inner measurements of the Villa at the floor level and first floor level including the verandahs, balconies and projections, as increased by the thickness of the walls but does not include the common areas shared with other villas.

1.3 CARPET AREAS shall mean the net usable floor area of the villa excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the villa.

1.4 COMMON AREAS shall mean and include those common areas of the said land morefully described in the Second Schedule stated hereunder as well as Residential Complex that are not allotted to a particular Purchaser but are available for the purposes of intended common use and enjoyment by all the Purchasers, Occupiers and Visitors as specified in Part-I and Part II of the Fifth Schedule hereunder written.

1.5 COMMON AMENITIES AND FACILITIES shall mean and include those facilities provided by the Vendor as specified in Part I and Part-II of the Fifth Schedule hereunder written and are available for common use and enjoyment by all the Purchasers, Occupiers and Visitors subject to however reservation and restrictions as shall be imposed by the Vendor.

1.6 COMMON EXPENSES shall mean the actual and estimated expenses to be incurred by or on behalf of the Villa holders including reasonable reserves as may be found to be necessary and appropriate for the maintenance and upkeep of the common areas and facilities of the said Residential Complex and/or the said sub-divided land wherein the said Luxury Villa have been built up and those specified under the Sixth Schedule hereto.

1.7 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said Residential Complex in particular dealing with the matters of common interest of the villa holders and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective villas/units exclusively and the common areas in common.

1.8 CONDUITS shall include all conduits, watercourses, gutters, drains, sewers, pipes, cables wires, laser optical fibres and aerials transmission systems now or within or to be laid or constructed over on or within the said sub-divided land and/or the Entire land.

1.9 ENTIRE LAND shall mean ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres (1,66,280 Square meters) be the same a little more or less situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S.- Vrindavan in the Tehsil and District of Mathura, morefully described in Part-I of the First Schedule hereunder written provided however it is made clear that the Vendor reserves its right at its sole discretion to increase and/or decrease as the case may be the areas of the piece and parcel of the said entire land and to merge and divide into one or more lots.

1.10 VILLAS shall mean an area of plot of land containing different types and sizes together with constructed areas comprising of G+1 storeys villa and other constructed areas on a divided and demarcated portion of the said entire land morefully described in Part-II of the First Schedule stated hereunder, together

with right to use the common areas, facilities and amenities provided by the Vendor herein.

1.11 MANAGEMENT AGENCY shall mean the maintenance agency appointed by the Vendor and or Association for carrying out the management, administration and maintenance and upkeep of the common areas and amenities and facilities of the said Residential Complex and the said Management Agency shall be responsible for the maintenance and enforcement of the covenants attached and run with the said villa and other villas of the said Residential Complex and the Purchaser shall pay the proportionate costs charges and expenses as maintenance charges together with management fees thereof as may be applicable.

1.12 PLAN shall mean the said common master plan and other plans, drawings, specifications sanctioned and approved by the appropriate authorities of the Mathura Vrindavan Development Authority vide its letter No.12/V-14-15 dated 3rd November 2015 including for construction of the said Residential Complex on the said divided and demarcated land and other part or parts of the said entire land and shall include all modifications and alterations thereof as suggested by from time to time or to be made by the Vendor.

1.13 PROPORTIONATE OR PROPORTIONATELY shall mean the proportionate charges in proportion of the size of each villa standing at the said land morefully described in Part-II of the First Schedule stated hereunder as well as other common areas of the said Residential Complex as may be determined by the architect and/or Vendor/Association/Management Agency as the case may be as envisaged herein.

1.14 PURCHASER shall mean -

- i) in case of individual his/her heirs, executors, administrators and legal representatives ;
- ii) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.
- iii) in case of partnership firm the partners for the time being of the said partnership firm and each of their respective heirs, executors, administrators and legal representatives;

- iv) in case of Trust, the Trustees for the time of being of the said Trust and their respective successors and/or successors-in-office.
- v) in case of a company its successors and/or successors-in-office and/or interest;

1.15 RETAINED LAND shall mean All Those pieces and parcels of an areas of divided and demarcated land out of the said entire land attributable to the said villa not intended to be transferred to the Purchaser.

1.16 THE RETAINED PARTS means those areas of land and/or any part or parts of the said Entire Land which shall include any common parts and common areas connected with the Grand Temple, Forest based Theme Park and the said entire land or sub-divided part or parts thereof.

1.17 RIGHT OF MANAGEMENT shall always remain vested with the Vendor and/or its assigns.

1.18 RESIDENTIAL COMPLEX shall mean presently all three clusters of multi-storey buildings and Villas which may be increased and/or decreased at the sole discretion of the Vendor to be constructed on the divided and demarcated areas of the land out of the said entire land in phases and known by different names such as Govardhan Vas Apartments, Tulasi Vas Apartments, Yamuna Vas Apartments comprising of various towers and Villas namely 'Shyam Kutir', 'Keshav Kutir' and 'Gopal Kutir' together with all common facilities and amenities provided by the Vendor and reference to Residential complex shall include apartments and/or villas or any part of apartment or villas built up therein as the case may be.

1.19 SAID LAND shall mean All That piece and parcel of divided and demarcated land admeasuring 4.235 Hectares equivalent to 10.464 Acres (42,347.69 Square meters) be the same a little more or less out of the said Entire Land morefully described in Part-II of the First Schedule stated hereunder.

1.20 SAID VILLA shall mean All That the Villa more fully described in the Second Schedule hereunder written.

1.21 SUPER BUILT-UP AREA shall mean the constructed area of the said villa and shall include the plinth area, foundations, walls, columns, beams supports etc. as

well as areas of common uses and facilities as shall be determined by the Vendor.

1.22 THE SERVICES are whenever the Vendor acting reasonably regards it as necessary to manage, supervise, maintain upkeep, decorate, repair, replace or renew any of the common areas and Retained Parts as may be deemed fit and proper by the Vendor.

1.23 TAXES shall mean all kinds of Taxes or any other tax of a similar nature, which shall also include GST, Service Tax, duties, levies, surcharges, cess, charges or fees (whether existing at present or that may be imposed or enhanced in future) under any statute rule or regulation in respect of the divided and demarcated areas of land out of the Entire Land, the said Villas and Residential building in the said residential complex as may be applicable.

1.24 VILLA OWNER OR ALLOTTEE shall mean a person or persons who have for the time being agreed to acquire or have acquired any villa or villas situated in the said Residential Complex but shall not include a tenant or licensee of such Villa Holder.

1.25 VENDOR / PROMOTER shall mean the said Snowwhite Infrastructure Pvt. Ltd. and its successors and/or successors-in-office and/or interest.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____ (Rupees _____) only of lawful money of the Republic of India in hand well and truly paid by the Purchaser to the Vendor on or before the execution of these presents (the receipt whereof the Vendor doth hereby admit and acknowledge to have received and doth hereby acquit release and discharge the said Villa and every part thereof as also the Purchaser) the Vendor doth hereby sell grant convey transfer by way of sale assign and assure unto the Purchaser ALL THAT piece and parcel of land containing by admeasurement an area of _____ Sq.ft. together with Villa No. _____ Type _____ comprising of ground plus first floor containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less builtup thereon together with right of user over the internal common passage and pathways leading to the same situate lying at village/ Mouza Sunrakh Bangar, Pargana Vrindavan under Sunrakh Bangar, Gram Panchayat, P.S. Vrindavan in the Tehsil and District of Mathura hereinafter collectively referred to as the "said Villa" and more fully described in

the Second Schedule hereunder written and delineated in the Plan hereto attached together with right to use common areas and amenities as stated herein TOGETHER WITH the right in common with the owners and occupiers for the time being of other Villas and all others having like right to use for the purpose of ingress and egress from the said Villa entrance and using for all purposes in common with the Vendor and the persons deriving title from the Vendor together with full and free liberty with or without car, carriages, to pass and repass over and along any of the passage leading to and from the said Villa but excepting and reserving the easements and rights as specified in the Third Schedule hereinafter written and the said Villa is transferred subject to and with the benefit of such easements as specified and morefully set out in the Fourth Schedule stated hereunder TOGETHER WITH all rights liberties privileges easements advantages and appurtenances whatsoever thereunto belonging or held or occupied or reputed as part or member thereof or appurtenant therewith AND ALL the estate right title and interest claim and demand whatsoever of the Vendor into upon or in respect of the said piece and parcel of land and every part thereof AND ALL deed pattahs writings muniments and evidences of title relating thereto or any part thereof which now are or may hereafter be in the possession or custody of the Vendor or any person or persons from whom they may procure the same without any action either at law or in equity TO HAVE AND TO HOLD the same and the inheritance thereof in fee simple in possession free from all encumbrances whatsoever unto and to the use of the Purchaser absolutely and forever subject to the obligation of the Purchaser proportionately contributing and paying for common expenses, the rates and taxes and levies etc. and for maintaining the common parts, paths and pathways, repairing roads and ways and renewing common facilities as fully described in the Sixth Schedule hereunder written subject to rights excepted and reserved, covenants, restrictions, stipulations, terms and conditions on the part of the purchaser to be observed and performed with regard to the mode of user of the said Villa imposed on the Purchaser as obligations intended to be binding in perpetuity on the said Villa hereby conveyed and all future owners thereof provided that the maintenance, repair and/or up keep of all the common areas and facilities as fully described in the Fifth Schedule hereunder written shall be carried out on payment of proportionate charges and common expenses morefully described in the Sixth Schedule hereunder written by the Purchaser until formation of an association of all the Unit/Villa owners and/or a maintenance Agency and subject to the covenants, restrictions, stipulations, terms and conditions as stated in the Seventh Schedule hereunder written and as envisaged herein.

THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows :-

a) THAT the Vendor has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said Villa hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid ;

b) AND THAT the Purchaser shall and may at all times hereafter peacefully and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendor or any person or persons having or claiming or to claim from under or in Trust from the Vendor or any of its predecessors-in-title ;

c) AND THAT the Purchaser shall hold the said Villa free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or any of its predecessors-in-title or any person or persons having or claiming as aforesaid ;

d) AND FURTHER THAT the Vendor and all persons having or claiming any estate right title or interest in the said Villa or any part thereof from under or in trust for the Vendor or any of its predecessors-in-title shall and will at all times hereafter at the request and cost of both the parties doth and execute and cause to be done and/or executed all such further and other acts deeds and things conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said Villa and every part thereof unto and to the use of the Purchaser as may be reasonably required ;

e) The Vendor hereby confirms to have delivered peaceful and vacant possession of the said Villa to the Purchaser before the execution of these presents ;

THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows :-

- i) To pay proportionate maintenance charges including management fees applicable to the said Villa and to co-operate with the Vendor, Association and Maintenance Agency in the management and maintenance of the said common areas together with amenities and facilities of the Residential Complex;
- ii) To observe the rules or regulations as may be framed from time to time by the Vendor, Association and/or Maintenance Agency in respect of the said Residential Complex;
- iii) To allow the authorized representatives of the Vendor, Association and/or Maintenance Agency with or without workmen to enter into the said Villa for the purpose of maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with enjoyment of any other Villa.
- iv) To pay the charges of the electricity and other utilities in or relating to the said Villa wholly for the Said Villa and proportionately in relating to the common expenses;
- v) The Purchaser shall have the right in common with the Vendor and other Villa holders of the said Residential Complex to pass and repass with and without vehicles over and along those parts of the common parts comprising the roads, drives and forecourts at the said divided and demarcated land.
- vi) The Purchaser shall have the right to use the garden and grounds of the said divided and demarcated areas of land for private recreation subject to such regulations as may be prescribed from time to time.
- vii) The Purchaser shall not trespass from the said divided and demarcated land onto the retained land or to the Entire Land or allow any person or animals under his control to do so and shall keep the Vendor/ Association and maintenance agency indemnified against all costs charges and expenses in relation to the prosecution of such trespassers.
- viii) The Purchaser shall pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the said Villa including meter rents and standing charges and comply with the lawful requirements and regulations of the respective suppliers.

ix) The Purchaser must exercise all works and maintain all arrangements on or in respect of the said Villa that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local or public authority regardless of whether such requirements are imposed on the Vendor, occupier or any other person.

x) The Purchaser shall be liable for:

- i) all local rates and taxes and other charges of whatsoever nature, from the date of possession of the said Villa and applicable to the said land divided and demarcated land or entire land;
- ii) all notices served and orders demands, proposals or requirements made by any local or public or other competent authority or body whether before or after the Agreement;
- iii) all actual or proposed charges, notices, orders, restrictions, contraventions or other matters arising under the enactments relating to town planning and environmental law;
- iv) all easements, quasi-easements, rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Deed ;

xi) The name of the villas containing Shyam Kutir, Keshav Kutir, Gopal Kutir as comprised in this cluster of the said Residential Complex shall be known as "KRISHNA BHUMI".

xii) The right of the Purchaser shall remain restricted to the Said Villa and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Residential Complex and/or the said entire land.

AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

i) The Vendor reserves its right to acquire further adjoining lands and amalgamate the same with the said Entire land and shall also be entitled to use and join the existing amenities and facilities with the said adjoining lands.

ii) The Purchaser shall not be entitled to use any car parking space at the said land unless specifically allotted under this agreement.

iii) The Purchaser shall have no right in the roof of the building Block, any of the open spaces, open car parking spaces etc. at the said Residential Complex save and except the areas agreed to be sold, which shall be under the exclusive ownership, control, use and possession of the Vendor and the Vendor shall be entitled to dispose of the same and all other additional structures constructed thereon and the interest of the Purchaser herein shall be subject to the aforesaid right of the Vendor.

iv) The Purchaser shall deposit with the Vendor/ Association and Managing Agency necessary amount being the estimated share of the common expenses, sinking fund and rates and taxes as may be decided by the Vendor/Association and Managing Agency as the case may be. Such deposit shall be treated as a security deposit which shall be utilised or applied for the purpose of discharging the obligation of the Purchaser to make payment of the proportionate share of maintenance charges, rates and taxes, sinking fund and other outgoings and in the event of such deposit being less than the amount of proportionate maintenance charges and other outgoings agreed to be paid by the Purchaser, then and in that event the Purchaser shall make payment of the balance amount forthwith.

v) The Vendor has framed a scheme for maintenance and management of common areas and common amenities and facilities of the said Residential Complex and overall management and control of the common areas together with amenities and facilities in the said residential complex shall remain vested in the Maintenance Agency to be appointed by the Vendor and or Association and all decisions with respect to the management and control shall be binding on all the Purchasers of the said Residential Complex.

vi) The Vendor and/or Association will be entitled to engage and/or appoint a Maintenance Agency for carrying out the maintenance and collection of prorata maintenance charges etc. together with management fee thereof from the Villa holders in the said Residential Complex. Such maintenance Agency shall be accountable to the Vendor and/or Association and for the aforesaid purpose, each of the Purchasers shall be obliged to execute a separate agreement with such Maintenance Agency or Vendor and/or Association as the case may be.

vii) After the Vendor appoints the said management company and/or Association all the rights and obligations of the Vendor with regard to the common purposes shall be exercised by the said management company and/or Association and the Vendor shall be freed and discharged from all the obligation in respect thereof.

viii) The Purchaser shall bear and pay the proportionate costs charges and expenses of the said Residential Complex together with management fees thereof to the Vendor and/or Maintenance Agency and/or Association.

ix) The Vendor and/or Maintenance Agency and/or Association shall keep all books of account and other records of the Residential Complex in accordance with good accounting principles and procedure applied in a consistent manner keep statements, receipted bills and invoices and all other records covering all collections disbursement and other dates in connection with maintenance and management of common areas and facilities of the said Residential Complex.

x) The Purchaser shall not be exempted from making payment of common maintenance charges on the ground for non use of common facilities of the said Residential Complex.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - I

1. By a Deed of Sale dated 19th August, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 8416 for the year 2010 made between Sunil Kumar Goutam , Moti Lal Goutam and Mohan Lal therein collectively referred to as the Vendors of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Sunil Kumar Goutam and others sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 4.938 Hectares equivalent to 12.200 Acres be the same a little more or less out of which 4.233 Hectares equivalent to 10.460 Acres is comprised in Khasra No. 594 under Khata No.532, and 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, under Khata No. 532, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said

Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

2. By another Deed of Sale dated 10th December, 2010 registered at the office of the Sub-Registrar - II, Mathura Being No. 11930 for the year 2010 made between Gangaram therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Gangaram sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.562 Hectares equivalent to 3.860 Acres be the same a little more or less out of which 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612 under Khata No.100, and 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, under Khata No. 100, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

3. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1880 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 3.263 Hectares equivalent to 8.050 Acres be the same a little more or less out of which 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599 under Khata No.35, 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, under Khata No. 35, 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No. 596, under Khata No. 35 and 0.454 Hectare equivalent to 1.120 Acres is comprised in Khasra No. 597, under Khata No. 35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

4. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1881 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One

Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.635 Hectares equivalent to 1.570 Acres be the same a little more or less comprised in Khasra No. 604 under Khata No.315, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

5. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1882 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.864 Hectare equivalent to 2.135 Acres be the same a little more or less comprised in Khasra No. 606 under Khata No.314, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

6. By another Deed of Sale dated 13th February, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 1884 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.440 Hectares equivalent to 3.550 Acres be the same a little more or less out of which 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611 under Khata No.35 and 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605 under Khata No.35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure

Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

7. By another Deed of Sale dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10413 for the year 2012 made between R. C. Infinity Foundation therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said R. C. Infinity Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.089 Hectare equivalent to 0.220 Acre be the same a little more or less comprised in Khasra No. 617, under Khata No.436, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

8. By another Deed of Sale dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 13458 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THAT piece and parcel of land containing by admeasurement an area of 0.980 Hectare equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No. 37, under Khata No.347, situate lying at Village / Mouza – Chhatikara, Pargana - Vrindavan P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

9. By virtue of the said part recited several Deeds of Sale registered on diverse dates the said Snowwhite Infrastructure Pvt. Ltd. being the Vendor herein became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of lands containing by admeasurement a total area of 13.771 Hectares equivalent to 34.005 Acres be the same a little more or less out of which 0.980 Hectare equivalent to 2.420 Acres is comprised in Khasra No.37 under Khata No.347 in Mouza Chhatikara and 4.233 Hectares equivalent to 10.460 Acre is comprised in Khasra No.594 under Khata No. 532, 0.174 Hectare equivalent to 0.430 Acre is comprised in Khasra No. 596 under Khata No.35, 0.454 Hectare

equivalent to 1.120 Acres is comprised in Khasra No. 597 under Khata No. 35, 1.995 Hectares equivalent to 4.920 Acres is comprised in Khasra No. 599, under Khata No. 35, 0.640 Hectare equivalent to 1.580 Acres comprised in Khasra No.600 under Khata No.35, 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601 under Khata No. 532, 0.635 Hectare equivalent to 1.570 Acres is comprised in Khasra No. 604, under Khata No. 315, 1.092 Hectare equivalent to 2.690 Acres is comprised in Khasra No. 605, under Khata No. 35, 0.864 Hectare equivalent to 2.135 Acres is comprised in Khasra No. 606, under Khata No. 314, 0.348 Hectare equivalent to 0.860 Acre is comprised in Khasra No. 611, under Khata No. 35, 0.611 Hectare equivalent to 1.510 Acres is comprised in Khasra No. 612, under Khata No. 100, 0.951 Hectare equivalent to 2.350 Acres is comprised in Khasra No. 614, under Khata No. 100 and 0.089 Hectare equivalent to 0.220 Acre is comprised in Khasra No. 617, under Khata No. 436, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said landed property" free from all encumbrances, mortgage, charges, tenants, sharecroppers, jotdas, asami, occupiers, lien, lispensens, requisition and acquisition, claims and demands whatsoever or howsoever.

10. By a Deed of Exchange dated 16th August, 2012 registered at the office of the Sub-Registrar - II, Mathura Being No. 10419 for the year 2012 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 2.199 Hectares equivalent to 5.433 Acres be the same a little more or less out of which 0.405 Hectare equivalent to 1.000 Acre is comprised in Khasra No.611 under Khata No. 35, 0.316 Hectare equivalent to 0.780 Acre is comprised in Khasra No.596 under Khata No. 35, 0.457 Hectare equivalent to 1.130 Acres is comprised in Khasra No.682 under Khata No. 314, 0.766 Hectare equivalent to 1.893 Acres is comprised in Khasra No.683 under Khata No. 33, 0.203 Hectare equivalent to 0.502 Acre is comprised in Khasra No.620 under Khata No. 33, 0.022 Hectare equivalent to 0.054 Acre is comprised in Khasra No.622 under Khata No. 767, 0.006 Hectare equivalent to 0.015 Acre is comprised in Khasra No. 623 under Khata No. 760 and 0.024 Hectare equivalent to 0.059 Acre is comprised in Khasra No.595 under Khata No. 760, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in

the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 2.668 Hectares equivalent to 6.593 Acres be the same a little more or less out of which 2.304 Hectares equivalent to 5.693 Acres is comprised in Khasra No.594 under Khata No. 532 and 0.364 Hectare equivalent to 0.900 Acre is comprised in Khasra No.614 under Khata No. 100, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

11. By an order for exchange of land passed by the Court of Sub-Divisional District Judge, Mathura being an order No.16/year2011-12 dated 18th May, 2012 whereby the said Snowwhite Infrastructure Pvt. Ltd. became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.209 Hectare equivalent to 0.516 Acre be the same a little more or less out of which 0.031 Hectare equivalent to 0.077 Acre is comprised in Khasra No.602 under Khata No. 764, 0.038 Hectare equivalent to 0.094 Acre is comprised in Khasra No.613 under Khata No. 764, 0.002 Hectare equivalent to 0.005 Acre is comprised in Khasra No.619 under Khata No. 764, 0.097 Hectare equivalent to 0.240 Acre is comprised in Khasra No.595 under Khata No. 760, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.603 under Khata No. 760, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No.607 under Khata No. 760 and 0.001 Hectare equivalent to 0.002 Acre is comprised in Khasra No.615 under Khata No. 760, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever and Gram Sabha, Sunrakh Bangar became seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of ALL THOSE several pieces and parcels of demarcated portions of land out of the said landed property containing by admeasurement a total area of 0.194 Hectare equivalent to 0.480 Acre be the same a little more or less out of which 0.051 Hectare equivalent to 0.126 Acre is comprised in Khasra No.612 under Khata No. 100, 0.066 Hectare equivalent to 0.163 Acre is comprised in Khasra No.599 under Khata No. 35, 0.010

Hectare equivalent to 0.025 Acre is comprised in Khasra No.596 under Khata No. 35, 0.023 Hectare equivalent to 0.057 Acre is comprised in Khasra No.597 under Khata No. 35 and 0.044 Hectare equivalent to 0.109 Acre is comprised in Khasra No.604 under Khata No. 315, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully described in the said order absolutely and forever.

12. By another Deed of Sale dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18212 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said Hare Krishna Movement, Vrindavan sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.660 Hectares equivalent to 4.103 Acres be the same a little more or less out of which 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 469 under Khata No.35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 470, under Khata No. 35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 471, under Khata No. 35, 0.435 Hectare equivalent to 1.074 Acres is comprised in Khasra No. 590, under Khata No. 390, 0.029 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.142 Hectare equivalent to 0.351 Acre is comprised in Khasra No. 592, under Khata No. 35 and 0.451 Hectare equivalent to 1.115 Acres is comprised in Khasra No. 593, under Khata No. 35, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

13. By another Deed of Sale dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 18214 for the year 2014 made between India Heritage Foundation, therein referred to as the Vendor of the One Part and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Purchaser of Other Part, the said India Heritage Foundation sold, transferred, conveyed by way of sale assigned and assured ALL THOSE pieces and parcels of land containing by admeasurement an area of 1.6519 Hectares equivalent to 4.084 Acres be the same a little more or less out of which 0.1699 Hectare equivalent to 0.420 Acre is comprised in Khasra No. 457 under Khata No.494,

0.0222 Hectare equivalent to 0.055 Acre is comprised in Khasra No. 462, under Khata No. 760, 0.5058 Hectare equivalent to 1.250 Acres is comprised in Khasra No. 466, under Khata No. 35 , 0.7000 Hectare equivalent to 1.730 Acres is comprised in Khasra No. 467, under Khata No. 35, 0.0240 Hectare equivalent to 0.059 Acre is comprised in Khasra No. 468, under Khata No. 760, 0.2010 Hectare equivalent to 0.498 Acre is comprised in Khasra No. 472, under Khata No. 35 and 0.0290 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever and on the terms and conditions therein mentioned.

14. By a Deed of Exchange dated 22nd December, 2014 registered at the office of the Sub-Registrar - II, Mathura Being No. 21669 for the year 2014 made between Hare Krishna Movement, Vrindavan therein referred to as the First Party and Snowwhite Infrastructure Pvt. Ltd. therein referred to as the Second Party, the said Hare Krishna Movement, Vrindavan granted and conveyed by way of exchange unto and in favour of the said Snowwhite Infrastructure Pvt. Ltd. absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement a total area of 0.979 Hectare equivalent to 2.420 Acres be the same a little more or less out of which 0.645 Hectare equivalent to 1.594 Acres is comprised in Khasra No.589 under Khata No. 35 and 0.334 Hectare equivalent to 0.826 Acre is comprised in Khasra No.590 under Khata No. 390, situate lying at Village Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned and the said Snowwhite Infrastructure Pvt. Ltd. granted and conveyed by way of exchange unto and in favour of the said Hare Krishna Movement, Vrindavan absolutely and forever ALL THOSE several pieces and parcels of demarcated portions of land containing by admeasurement an area of 0.980 Hectares equivalent to 2.420 Acres be the same a little more or less comprised in Khasra No.37 under Khata No. 347, situate lying at Village / Mouza - Chhattikara, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura morefully and particularly described in the Schedule therein mentioned.

15. By virtue of the said part recited several Deeds of Sale registered on diverse dates, Deeds of Exchange dated 16th August, 2012 and 22nd December,

2014 and order No.16/year 2011-12 dated 18th May, 2012 the said Snowwhite Infrastructure Pvt. Ltd. became absolutely seised and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of ALL THOSE several pieces and parcels of various land containing by admeasurement a total area of 16.628 Hectares equivalent to 41.068 Acres be the same a little more or less out of which 1.929 Hectares equivalent to 4.767 Acres is comprised in Khasra No.594 under Khata No. 532, 0.121 Hectare equivalent to 0.299 Acre is comprised in Khasra No. 595 under Khata No. 760, 0.480 Hectare equivalent to 1.185 Acres is comprised in Khasra No. 596 under Khata No. 35, 0.431 Hectare equivalent to 1.063 Acres comprised in Khasra No. 597 under Khata No. 35, 1.929 Hectares equivalent to 4.757 Acres comprised in Khasra No. 599 under Khata No. 35, 0.640 Hectare equivalent to 1.580 Acres is comprised in Khasra No. 600, under Khata No. 35, 0.705 Hectare equivalent to 1.740 Acres is comprised in Khasra No. 601, under Khata No. 532, 0.031 Hectare equivalent to 0.077 Acres is comprised in Khasra No. 602, under Khata No. 764, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No. 603, under Khata No. 760, 0.591 Hectare equivalent to 1.461 Acres is comprised in Khasra No. 604, under Khata No. 315, 1.092 Hectares equivalent to 2.690 Acres is comprised in Khasra No. 605, under Khata No. 35, 0.864 Hectare equivalent to 2.135 Acres is comprised in Khasra No. 606, under Khata No. 314, 0.020 Hectare equivalent to 0.049 Acre is comprised in Khasra No. 607, under Khata No. 760, 0.753 Hectare equivalent to 1.860 Acres is comprised in Khasra No. 611, under Khata No. 35, 0.560 Hectare equivalent to 1.384 Acres is comprised in Khasra No. 612, under Khata No. 100, 0.038 Hectare equivalent to 0.094 Acre is comprised in Khasra No. 613, under Khata No. 764, 0.587 Hectare equivalent to 1.450 Acres is comprised in Khasra No. 614, under Khata No. 100, 0.001 Hectare equivalent to 0.002 Acre is comprised in Khasra No. 615, under Khata No. 760, 0.089 Hectare equivalent to 0.220 Acre is comprised in Khasra No. 617, under Khata No. 436, 0.002 Hectare equivalent to 0.005 Acre is comprised in Khasra No.619, under Khata No. 764, 0.203 Hectare equivalent to 0.502 Acre is comprised in Khasra No. 620, under Khata No. 33, 0.022 Hectare equivalent to 0.054 Acre is comprised in Khasra No. 622, under Khata No. 767, 0.006 Hectare equivalent to 0.015 Acre is comprised in Khasra No. 623, under Khata No. 760, 0.457 Hectare equivalent to 1.130 Acres is comprised in Khasra No. 682, under Khata No. 314, 0.766 Hectare equivalent to 1.893 Acres is comprised in Khasra No. 683, under Khata No. 33, 0.201 Hectares equivalent to 0.497 Acre is comprised in Khasra No. 469 under Khata No.35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 470, under Khata No. 35, 0.201 Hectare equivalent to 0.497 Acre is comprised in Khasra No. 471, under Khata No. 35 , 0.435 Hectare equivalent to 1.074 Acres is comprised in Khasra No. 590, under

Khata No. 390, 0.029 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.142 Hectare equivalent to 0.351 Acre is comprised in Khasra No. 592, under Khata No. 35, 0.451 Hectare equivalent to 1.115 Acres is comprised in Khasra No. 593, under Khata No. 35, 0.1699 Hectare equivalent to 0.420 Acre is comprised in Khasra No. 457 under Khata No.494, 0.0222 Hectare equivalent to 0.055 Acre is comprised in Khasra No. 462, under Khata No. 760, 0.5058 Hectare equivalent to 1.250 Acres is comprised in Khasra No. 466, under Khata No. 35 , 0.7000 Hectare equivalent to 1.730 Acres is comprised in Khasra No. 467, under Khata No. 35, 0.0240 Hectare equivalent to 0.059 Acre is comprised in Khasra No. 468, under Khata No. 760, 0.2010 Hectare equivalent to 0.498 Acre is comprised in Khasra No. 472, under Khata No. 35, 0.0290 Hectare equivalent to 0.072 Acre is comprised in Khasra No. 591, under Khata No. 764, 0.645 Hectare equivalent to 1.594 Acres is comprised in Khasra No.589 under Khata No. 35 and 0.334 Hectare equivalent to 0.826 Acre is comprised in Khasra No.590 under Khata No. 390, situate lying at Village / Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura, hereinafter referred to as the "said Entire Land";

PART - II

Area of Villas

ALL THAT demarcated piece and parcel of land admeasuring 4.235 Hectares equivalent to 10.464 Acres (42,347.69 Square meters) be the same a little more or less out of the said Entire land comprised in Khasra No. 457, 462, 466, 467, 591, 592, 593, 594, 595, 600, 601, 602, 603, 605, 606, 607, 611 and 613 under Old Khata No. 494 (New Khata No. 47), 760 (New Khata No. 48), 35 (New Khata No. 48), 35 (New Khata No. 48), 764 (New Khata No. 524), 35 (New Khata No. 532), 35 (New Khata No. 532), 532 (New Khata No. 523), 760 (New Khata No. 532), 35 (New Khata No. 521), 532 (New Khata No. 523), 764 (New Khata No. 521), 760 (New Khata No. 447), 35 (New Khata No. 521), 314 (New Khata No. 530), 760 (New Khata No. 521), 35 (New Khata No. 530) and 764 (New Khata No. 521) respectively situate lying at Village/Mouza - Sunrakh Bangar, Pargana - Vrindavan under Sunrakh Bangar Gram Panchayat, P.S. - Vrindavan in the Tehsil and District of Mathura ;

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Said Villa)

ALL THAT piece and parcel of land containing by admeasurement an area of _____ together with Villa No. _____ Type _____ comprising of

ground plus first floor containing by admeasurement a total carpet area of _____ Sq.ft. and built up area of _____ Sq.ft. be the same a little more or less built up thereon together with right of user over the internal common passage and pathways leading to the same situate lying at village/ Mouza Sunrakh Bangar, Pargana Vrindavan under Sunrakh Bangar, Gram Panchayat, P.S. Vrindavan in the Tehsil and District of Mathura and together with right to use and enjoyment of the common areas of the said residential complex attributable thereof;

THE THIRD SCHEDULE ABOVE REFERRED TO :
(RIGHTS AND EASEMENTS EXCEPTED AND RESERVED)

- a) The right in common with the Owners and occupiers for the time being of the other Villas and all others having the like right to use for the Purposes of access to and egress from the said Villa and such of the passages therein together with the right of laying and constructing and for the purpose of maintaining, repairing, renewing and cleansing any such channels, drains, pipes, conduits, underground cables serving the said Villa and other Villas and the said Residential Complex.
- b) The right with or without workmen and necessary materials to enter from time to time upon the said Villa for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection if necessary thereof.
- c) A right of free passage and running of water, soil, electricity and gas through any channels, drains, wires and pipes now existing or which may be constructed from time to time for the said Villa by other portion or portions of the other Villas.
- d) Such right of access to and entry upon the Villa by the Vendor as is necessary for the proper performance of the obligations relating to the other Villas.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(RIGHTS AND EASEMENTS ATTACHED)

- a) The Purchaser shall be entitled to all privileges and rights including right of vertical and lateral supports easements quasi-easements appendages

and appurtenances whatsoever belonging or in any way appertaining to the said Villa.

b) The Purchaser and his Servants, Agents, Employees and invitees shall have the right of access in common with the Owners and occupiers for the time being of the other Villas at all times and for necessary purposes connected with the use and enjoyment of their respective Villas and common parts with vehicles over and along the drive way and/or pathways for entry into the said building provided always and it is hereby declared that nothing herein contained shall permit the Purchaser and/or his servants, agents and employees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise free passage of other persons properly entitled to such rights of way as aforesaid.

c) The Purchaser shall have the right of protection of the said Villa so far as may be necessary including right of support both vertical as well as lateral and right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said Villa through pipes, drains, wires and conduits being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said Villa.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

PART - I

COMMON FACILITIES PROVIDED BY THE VENDOR / PROMOTER

1. Passage.
2. Path ways
3. Road Side Lighting
4. Gardens and other beautifications.
5. Parks, Trees and other plantation in all common Areas.
6. Play Grounds.
7. Children Parks.
8. Drainage system, Rain Water Drainage in the Residential Complex.
9. Drinking Water supply by providing Common Deep Tube-Well and Overhead Water Tanks.
10. Supply of Electric Connection upto the Villas through transformers, electrical Sub-stations and Distribution Cables as the case may be.
11. Tele-communication Cabling and other facilities.

12. Suitable place for Garbage clearing and removal.
13. Provision for Sheltering Watch and ward, Security Personnels.
14. Management office and its administrative office.
15. Other common facilities as may be necessary for common use and welfare of the common occupiers of the said Residential Complex.

ADDITIONAL AMENITIES AND FACILITIES

Part - II

1. The Vendor shall provide following additional amenities and facilities in the said Residential Complex :-
 - a) Water Treatment Plant;
 - b) Sewage Treatment Plant;
 - c) Rain Water Harvesting;
 - d) 24 hours Water Supply;
 - e) Security arrangement;
 - f) Adequate Fire Fighting System;
 - g) Electronic Surveillance System;
 - h) CCTV with Recording System;
 - i) Adequate Power Back-up;

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. All the common areas of the said Residential Complex shall remain under the management of the Vendor until the same are entrusted to the maintenance Agency and or Association for the purpose of proper maintenance and up keep of the same.
2. All the Purchasers of villas and other constructed areas of the Residential complex shall be bound to comply with all the rules and regulations thereof.
3. All the common benefits, amenities and utilities to be provided by the Vendor shall be maintained by the Vendor until the same are entrusted to the managing agency for the purpose of carrying out the maintenance of the said Residential Complex.
4. The Undivided proportionate indivisible variable interest in the common areas and facilities to the respective villas shall not be separated or separately conveyed and such undivided proportionate interest shall be deemed to be

conveyed or encumbered with its respective villas and other constructed areas of the Residential complex.

5. It is declared that these restrictions are necessary to preserve the rights of the Purchaser in the operation and management of the Common areas.

6. The Purchaser will be entitled to use and enjoy all common amenities and utilities as aforesaid on payment of regular proportionate monthly charges fixed by the Vendor failing which the Vendor shall have right to stop the Purchaser from utilising the same.

7. Purchaser shall contribute proportionate amount of all costs charges and expenses for cleaning maintaining, repairing and reinstating all kinds of common services driveways, passage, paths, electrical, telecommunication lines, gas connection, and any other amenities used in common with any other occupiers.

8. The Purchaser shall pay all existing future rates and taxes assessments and outgoings of whatsoever nature imposed or charged upon the said villa and proportionate charges for common areas appertaining thereto.

9. The Purchaser shall not be exempted from liability for contribution to the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of any of them by the Purchaser.

10. If the Purchaser commits default in payment of the proportionate maintenance charges or any portion thereof, he will be liable to pay interest at the rate of 12% per annum until the same is paid provided however this will not entitle the Purchaser to commit any breach in respect thereof.

11. All unpaid dues for the proportionate share of the common expenses chargeable to any villas shall constitute a lien on such Villa prior to all other liens. The villas owner shall be required to pay proportionate Maintenance and service charges.

12. The Purchaser shall deposit required funds by way of sinking fund towards maintenance and up keep of common facilities and/or for specified purpose as may be fixed by the Vendor.

13. Each Purchaser shall be liable for all unpaid proportionate dues and/or share of the common expenses.

14. If the Purchaser commits any default in performing and observing the covenants, restriction, stipulations under these presents, the Vendor shall be entitled to stop the Purchaser in utilising the common benefits and utilities.

15. If the villa or any part thereof is requisitioned or acquisitioned by the Government or semi-government authorities, the same shall be at Purchasers' account subject to the payment of outstanding dues of the Vendor or the Maintenance Agency.

16. The Purchaser shall pay a fair proportion of the cost of clearing, repairing, reinstating any drains and sewers forming part of the said entire land and/or sub-divided land and Residential Complex.

17. The Vendor and Maintenance Agency shall provide suitable facilities for disposing of refuse, compacting it or removing it from the said entire land and/or sub-divided land and Residential Complex and the Purchaser shall be liable to pay the necessary proportionate charge in respect thereof.

18. The Purchaser shall pay the proportionate expenses for :

i) Supplying maintaining, servicing, and keeping, in good condition and if appropriate renewing and replacing all fixtures, fittings, furnishings equipment or any other thing which may be considered desirable for performing the services or for the appearance or upkeep of the said entire land and/or sub-divided land and Residential Complex.

ii) Erecting, providing maintaining renewing and replacing notice boards and other signs in the said Residential Complex.

iii) Discharging the reasonable or proper cost of any service for better and more efficient management and use of the said entire land and/or sub-divided land and for the comfort and convenience of the occupants.

iv) The purchase, maintenance, renewal and insurance as may from time to time consider necessary, for the carrying out of the acts and things mentioned in this schedule.

v) All such other expenses and outgoings as are deemed by the Vendor/maintenance Agency/Association to be necessary for and incidental thereto.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

RESTRICTIONS

1. Not to sub-divide the Said Villa and/or any portion thereof ;
2. Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said villa or in the compound or in any portion of the villa or in any part of the said Residential Complex or in the Common parts save at the places indicated therefor ;
3. Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Villa or in the common areas and not to block any common areas of the Residential Complex in any manner and must comply with the requirements and recommendations of the fire authority and the management agency as to fire precautions to be taken relating to the said Residential Complex;
4. Must not cause an escape of gas from any gas pipe or appliance in the said villa, or neglect any escape of gas where an escape of gas is suspected the Purchaser must ensure that the pipe or appliance as the case may be is examined promptly and repair or replacement is undertaken immediately;
5. The Purchaser must have all gas and electrical equipment in the said Villa regularly safety checked and on the occasion of each safety check or at the time of purchase of any items must obtain a certificate from a recognized body certifying its safety and compliance with any statutory requirements or regulations relating to such equipment;
6. To maintain repair the intruder and fire alarm and ancillary equipment installed at the said Villa therein;

7. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the villa or damage the outer walls of any Villa;
8. Not to fix or install air-conditioner/s in the Said Villa save and except at the place/s which have been specified in the Said Villa for the same ;
9. Not to do or cause anything to be done in or around, the Said Villa which may cause or tend to cause or tantamount to cause or affect any damage to the Said Villa or any other portion over or below the Said Villa or any part thereof or the fittings and fixtures affixed thereto ;
10. Not to permit closing of the verandah or balconies or deck area and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Villa and to maintain the same as per sanctioned plan;
11. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Vendor and/or its Architect ;
12. Not to make in the Said Villa any structural additions and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority subject however to compliance of the sanctioned plan;
13. Not to fix or install any antenna on the roof of the said building or any window antenna ;
14. Not to use the Said Villa or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said Residential Complex and the neighbouring villa ;
15. Not to use the said villa for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, tuition centre amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium, godown or as a meeting place or for any manufacturing or industrial activity ;

16. Not to obstruct any entrances, accessways, roads or foot paths within the said residential complex in any way whatsoever or erect any structure thereat or hinder or interfere with the use of them by the co-purchasers of the residential complex who are lawfully entitled to use the same;
17. Not to park or allow its car to be parked or stand any vehicle, including any bicycle, scooter, perambulator or similar vehicle in the pathway approaches or in the open spaces of any villa excepting an areas reserved for parking or at any other place at the said Residential Complex ;
18. Not to leave or caused to be left any furniture, cycle, perambulator, toy box, parcel, bottle or other thing nor any refuse or rubbish in any entrance passage or other common part of the said Villa, nor shall the Purchaser throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the said villa ;
19. Not to make or suffer any unreasonable noise in the said Villa by way of playing any musical instruments singing or otherwise ;
20. Not to allow any person or child to loiter or play in or about any entrance, passage clubroom, swimming pool or any other common parts of the residential complex save and except the places specified for playing ;
21. To use only those common areas as are stated in this deed, for ingress and egress to the Said Villa, in common with the other occupiers of the Residential Complex and the Purchaser shall have no right on any other portion and/or space the said Residential Complex;
22. Not to use any part of the said entire land or sub-divided land as any access way to or from the adjoining Entire land or permit or suffer anyone expressly or impliedly;
23. Not to construct or create any gateway or any similar opening affording access from any part of the said entire land to any part of the sub-divided land;

24. At all times to clean and maintain the said villa in all respects to a high class residential standard so that the said villa does not detract in any way from the over all standard of cleaning and maintenance of other villas;
25. Not to paint, varnish, clad or otherwise decorate the exterior surfaces of the said villa including the common passage for ingress and egress to the said villa and the existing colour scheme and surface texture of the exterior surface must be maintained;
26. Not to put or affix any sign- board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the Said Villa and/or Residential Complex save at the place and in the manner expressly permitted in writing by the Vendor/Management Agency;
27. Not to cut down, lop or top any of the timber or other trees, shrubs or bushes growing on the said entire land or any part or parts of sub-divided land or permit or suffer any person under his control to do so. The Purchaser must preserve the trees, shrubberies, hedges and underwood on the said entire land from damage or injury, by cattle or otherwise and preserve through the maintenance Agency and/or Association all existing trees and shrubs planted on certain portions of sub-divided land and/or the said entire land ;
28. Not to place any show board, name bill, poster, placard, advertisement, drawing or notice of any description on any external part of the said villa or on any of the windows, place any article in a window sill that is visible from outside;
29. Not to erect any notice board or sign on any part of the said sub-divided land or the entire land and must not display any advertisement or offer or hoarding or structure thereon;
30. Not to erect any external satellite dish, aerial for receiving television signals on any part of the said villa except at specified space with the consent of the Vendor/Management Agency ;
31. Not to obstruct or object to the Vendor doing or permitting any one to do any construction, alteration or work in the Said villa or Residential Complex and/or any area of the said entire land and the Purchaser hereby consents to the same;

32. Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Units;

33. Not to obstruct damage or render inoperative any conduits such as drain, sewer, pipe, spout or conduit used for the passage of water or soil in common with the owners of the other units ;

34. Not to do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common areas parts and common amenities of the said residential complex be in any way prejudicially affected or vitiated ;

35. Not to do anything on the said entire land or permit or suffer anything to be done that would hinder or interfere in any way with the development of the said Entire Land ;

36. The Purchaser shall not to raise objection and/or obstruct the occupiers in the villas and/or building staying on time share plan.

37. The Purchaser hereby covenants with the Vendor that the Purchaser shall not:-

a) do anything that may or will terminate, obstruct, diminish, restrict, interrupt, interfere with or in any way impede or prejudice the free flow of water through the water pipe within the boundaries of the said entire land and/or the retained land;

b) do anything detrimental to the quality of water passing through the water pipes within the said entire land and/or the retained land and use the water supplied for any purpose other than normal domestic use ;

c) waste water and take adequate steps to protect all pipes within the said villa as well as in the common paths and passages against any form of leakage and keep the same in good repair and condition and watertight and as often as necessary renew or replace it either wholly or partially;

38. The Purchaser shall have only right to use undivided proportionate impartible right and interest in the common area of the said villa (save those reserved unto the Vendor) along with the other villa holders co-owners and shall

not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the other villa holders ;

39. To regularly and punctually pay and discharge to the Vendor and/or Maintenance Agency or the concerned statutory Semi-Government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions management fees and all other outgoing in respect of the Said Villa and also proportionately for the common areas and/or portions as described under the Fourth Schedule and the common expenses as described in the Fifth Schedule hereunder written in advance within the 15th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Villa has been taken or not by the Purchaser;

40. The proportionate rate and/or amount payable by the Purchaser for the common expenses which shall include Management fees shall be decided by the Vendor and/or Maintenance Agency and/or the Association from time to time and the Purchaser shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the Vendor and/or Maintenance Agency and/or Association shall be conclusive final and binding and the Purchaser shall not be entitled to dispute or question the same;

41. So long as each villa in the said Residential Complex is not separately assessed and mutated, the Purchaser shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Residential Complex and such proportion to be determined by the Vendor on the basis of the area of the said Villa;

42. After taking delivery of the Said Villa and registration of this Deed of Conveyance, the Purchaser shall take steps to have the Said Villa separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;

43. In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or Maintenance Agency and/or Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Villa, including electricity, water supply and/or other services, amenities and facilities during the time that the Purchaser is in default. In

addition the Said Villa shall be deemed to be charged in favour of the Vendor and/or Maintenance Agency and/or Association as the case may be for all such amounts falling due together with interest;

44. In case the Vendor and/or Maintenance Agency condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Maintenance Agency and also interest at the rate of 12% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

45. Each villa is separately designated and legally described as free hold estate consisting of the pieces and parcels of land appertaining to each villa.

46. The other areas of the said Entire Land shall consist of areas of the land described and referred to as common areas and facilities, which includes passages, paths garden, children's park, pond, community facilities, pumps, water tank, trees or other common utility services.

47 Not more than one villa, shall be erected on the demarcated portion of the land intended to be sold and the said one villa shall be erected on the specified area at the sole cost of the Purchaser according to sanctioned plan and the Purchaser shall not deviate the same. At all material times the Purchaser shall continue to maintain uniformity of the existing plan of the said Villa and other Villas without any deviation whatsoever.

48. The Purchaser shall at all times and for all usual and reasonable purposes allow to pass and repass with or without motor and other vehicles from and to the villa over and along all passages and footways constructed on the said residential complex and such right shall be restricted to a right to pass and repass on foot only over such parts of the passages and footways as are not intended for vehicle traffic.

49. The Purchaser shall at all time in the future maintain the fences on all the sides of the villa within the boundaries and the Purchaser shall not be entitled to carry out any construction whether internal or external in the said Villa without obtaining necessary permissions as required by law.

50. The said Villa shall be maintained in decent and proper habitable condition by the Purchaser at its own costs and expenses. The trees planted in the front of villa shall be regularly pruned by the Purchaser.

51. The Purchaser shall lay down trees, plants garden, lawns etc. at the land appertaining to the said villa at its own costs and shall maintain the same in such a way that the greenery in the villa is maintained properly and regularly.

52. The Purchaser shall use the said villa in such a way which will not prejudice or adversely effect the right of adjoining Purchasers of other villa nor shall be in consistent with the object use and occupation of the said villa.

53. The Purchaser shall perform and observe all covenants, restrictions and stipulations contained in any planning scheme affecting the said villa.

54. Each Purchaser shall automatically, be a member of an association of owners of villas, other constructed areas of the residential complex and shall be entitled to remain a member of the association on paying usual membership fees and proportionate monthly charges in respect thereof.

55. Each Purchaser shall comply with the rules and regulations, byelaws, decisions, and resolutions of the association and the regulatory rules and regulation as amended from time to time and failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive reliefs.

56. The Purchaser shall have the right to enter into and upon the said passages for the purpose of connecting any existing or future drains or sewers which serve the Vendor's remaining land or any part thereof to any existing or future drains or sewers which may hereafter be constructed to serve the villas together with the right to allow any drain or sewers under the said passages and to construct extend or modify any new or existing manholes as may be necessary for the purpose of making the said connection and/or to make any new connection in respect thereof provided the Purchaser makes good the surface without unnecessary delay at the sole expense of the Purchaser.

57. The Purchaser shall have full and free right to the passages for running of water, soil, electricity and gas etc through any sewers, wires and pipes

and/or for purposes of maintaining repairing renewing and cleaning the same which may be required to serve the said villa provided the road surface is made good at the sole expenses of the Purchaser without unnecessary delay.

58. Not to erect upon the said villa any building of any nature whether temporary or permanent except such one message or dwelling house as stated hereinabove.

59. No caravan stall, swing, or house on wheels shall be placed or allowed to remain on the villa.

60. No gravel sand, chalk, turf, or earth on any area of the said villa shall be dug or excavated beyond that which it may be necessary to remove for the purpose of laying the foundations, basements, or approaches, or for sinking a tubewell or for laying electrical telecommunication cables, water supply or drainage purpose.

62. No operative machinery shall be fixed or placed on any part of the villa or the constructed areas to be erected thereon.

63. The Purchaser or its agents servants or employees shall not climb over the walls, gates or railings of the garden or leave the gate of the said villa open.

64. The Purchaser or its agents servants or employees shall not climb, damage, pull down, or destroy any of the trees shrubs, or plants, or pick the flowers in the common garden, or break, deface, or damage any of the seats or any other property belonging to the common garden, or wilfully cut up or damage the surface of the gravel walls or lawn, or trample on or injure the beds, or place or leave any obstruction on the walls or elsewhere.

65. The common areas and facilities shall remain undivided and no Owner shall bring any action for partition in respect thereof.

66. No structures or other materials shall be placed or permitted to remain on the common areas that may damage or interfere with the installation and maintenance or common utilities or that may damage or interfere with or change the direction of flow of drainage facilities in the common easements.

67. Not to raise any objection with regard to the internal agreement or arrangement entered into or to be entered into in respect of the use and enjoyment of the infrastructure and facilities by the Purchasers of the villas and other constructed areas of the Residential complex.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the VENDOR at Kolkata

In the presence of :-

SIGNED SEALED AND DELIVERED

by the PURCHASER at _____

In the presence of :-